

STATE OF INDIANA) IN THE MORGAN CIRCUIT COURT
) SS:
COUNTY OF MORGAN) AVC NO. 05-046.

IN RE:) MISCELLANEOUS DOCKET
) NO. 55CD1-0510-m1-780
LEE MULLINS and)
CARMELLA MULLINS d/b/a)
MULLINS ROOFING & REMODELING)
Respondents.)

FILED

cm 10-26-05
OCT 27 2005

Tickie Kirett
CLERK CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Stephen Carter and Deputy Attorney General Justin G. Hazlett, and Respondents, Lee Mullins and Carmella Mullins d/b/a Mullins Roofing & Remodeling, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon the consent of the parties.

The parties agree:

1. Respondents have engaged in home improvement work in Morgan County, and maintain a principal place of business at 10401 North Bunker Hill Road, Mooresville, Indiana 46158.
2. The terms of this Assurance apply to and are binding upon Respondents jointly and severally, and their employees, agents, representatives, successors, and assigns.

3. Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 *et seq.*

4. Respondents agree, pursuant to Ind. Code § 24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondents agree that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature.

5. Respondents agree, pursuant to Ind. Code § 24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, Respondents must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondents agree, pursuant to Ind. Code § 24-5-11-12, that they shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates Respondents and each consumer executed the contract.

7. Respondents, in soliciting and/or contracting with consumers, agree to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

8. Respondents agree to refrain from conducting any home improvements until they have first obtained all necessary licenses and building permits required by law.

9. Respondents agree, pursuant to Ind. Code § 24-5-0.5-3(a)(10), that they will not represent, either orally or in writing, that they are able to deliver or complete the subject of a consumer transaction within a stated period of time, when they know or should reasonably know they could not. If no time period has been stated by Respondents, there is a presumption that they have represented that they will deliver or complete the subject of the consumer transaction within a reasonable time, according to the course of dealing or the usage of the trade.

10. Respondents, in soliciting and/or contracting with consumers, agree to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

11. Respondents shall not represent that the Office of the Attorney General approves or endorses his past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. Respondents shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

13. The Office of the Attorney General shall file this Assurance with the Circuit Court of Morgan County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 23rd day of October, 2005.

STATE OF INDIANA

STEVE CARTER
Attorney General of Indiana

By: Justin G. Hazlett
Justin G. Hazlett
Deputy Attorney General
Atty. No. 22046-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 232-0167

RESPONDENTS

CARMELLA MULLINS D/B/A
MULLINS ROOFING & REMODELING

By: Carmella Mullins
Carmella Mullins
10401 North Bunker Hill Road
Mooresville, IN 46158

LEE MULLINS D/B/A
MULLINS ROOFING & REMODELING

By: Lee Mullins
Lee Mullins
10401 North Bunker Hill Road
Mooresville, IN 46158

APPROVED AND ORDERED, this JAN 23 2006 day of JAN 23 2006, 2005.

[Signature]
Judge, Morgan County Circuit Court